LEXINGTON

# Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: March 6, 2026

## INVITATION TO BID #28-2026 Temporary Labor for Material Recovery Facility

**Bid Opening Date:** **March 20, 2026** **Bid Opening Time: 2:00 PM**
Address: All bids must be submitted on line at https://lexingtonky.ionwave.net/

Type of Bid: Price Contract

Pre Bid Meeting: N/A Pre Bid Time: N/A
Address: N/A

Sealed bids will ONLY be received online at https://lexingtonky.ionwave.net/ until **2:00 PM**, prevailing local time on March 20, 2026. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

| **Check One:** | **Proposed Delivery:** |
|---|---|
| _____Bid Specifications Met _____Exceptions to Bid Specifications. *Exceptions shall be itemized and attached to bid proposal submitted.* | _____days after acceptance of bid. |
| **Procurement Card Usage**—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? _____Yes _____No | |

**To expedite award, the forms in this document should be completed and uploaded with your bid.**

Submitted by: _____*Work Now KY, LLC*_____
*Firm Name*

*1100 Glensboro RD, Suite 6*
*Address*

*Lawrenceburg, KY 40342*
*City, State & Zip*

***Bid must be signed:*** Paige West
***Signature of Authorized Company Representative – Title***

_Paige West_____
*Representative's Name (Typed or printed)*

*_682-235-8667*_____
*Area Code - Phone – Extension* *Fax #*

Paigewest@WorkNow-KY.com
*E-Mail Address*

***The Affidavit in this bid must be completed before your firm can be considered for award of this contract.***

**AFFIDAVIT**

Comes the Affiant, Paige West, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Paige West and he/she is the individual submitting the bid or is the authorized representative of Work Now- KY LCC, the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

**STATE OF** Kentucky

**COUNTY OF** Anderson

The foregoing instrument was subscribed, sworn to and acknowledged before me by Paige West on this the 13th day of March, 2026.

My Commission expires: 10-11-27

Nancy Monroe
NOTARY PUBLIC, STATE AT LARGE

***Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.***

## I. GREEN PROCUREMENT

### A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to **www.Energystar.gov**). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

### B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to **www.Greenseal.org** to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

### C. GREEN COMMUNITY

**The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.**

**If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?**

**Yes** X **No**_____

## II. Bid Conditions

A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.

B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.

C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.

D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.

E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Procurement. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.

F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.

G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.

H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.

I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.

J. All bids mailed must be submitted in the Ion Wave online portal at https://lexingtonky.ionwave.net/

K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.

L. A certified check or Bid Bond in the amount of **XX** percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.

N. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

P. All material furnished hereunder must be in full compliance with OSHA regulations.

Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.

R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.

S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status.

T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

*(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*

(2) *The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*

(3) *The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*

(4) *The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The contractor is required to comply to the Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560 to KRS 45.640)

U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

(1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*

(2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.
Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Procurement shall in writing, affirm or withdraw the recommendation.

## III. Procurement Contract Bid Conditions

A. The terms of this agreement shall be for **1** year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional **2-1** year renewals. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

B. Price Changes **(Space Checked Applies)**

(XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 365 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.

() 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.

() 3. See bid specifications.

C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.

D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.

E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

G. This is a best value bid. Vendors will be scored based on the following criteria:

1) Past record and performance on contracts with LFUCG with respect to quality of work and ability to meet requirements. 30 pts
2) Adherence to specifications, submittal of all requested documentation. 20 pts
3) Cost 50 pts

## EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Paige West
Signature

Work Now KY LLC
Name of Business

## GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.

4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.

6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.

8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.

10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.

12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.

16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.

17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.

18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Paige West
Signature

03/16/2026
Date

# LEXINGTON

**MINORITY BUSINESS ENTERPRISE PROGRAM**

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long- term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

***Certified Disadvantaged Business Enterprise (DBE)*** *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.*

***Certified Minority Business Enterprise (MBE)*** *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)*

***Certified Women Business Enterprise (WBE)*** *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.*

***Certified Veteran-Owned Small Business (VOSB)*** *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

***Certified Service -Disabled Veteran Owned Small Business (SDVOSB)*** *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an

organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.
The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.

LEXINGTON

**LFUCG MWDBE PARTICIPATION FORM**
**Bid/RFP/Quote Reference #** 28-2026

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

| MWBE Company, Name, Address, Phone, Email | DBE/MBE WBE/VOSB/SDVOSB | Work to be Performed | Total Dollar Value of the Work | % Value of Total Contract |
|---|---|---|---|---|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

The undersigned company representative submits the above list of MWDBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Work Now KY LLC
**Company**

Paige West
**Company Representative**

3/16/2026
**Date**

Owner/CEO
**Title**

LEXINGTON

**LFUCG MWDBE SUBSTITUTION FORM**
**Bid/RFP/Quote Reference #** 28-2026

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

| SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email | DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email | Work to Be Performed | Reason for the Substitution | Total Dollar Value of the Work | % Value of Total Contract |
|---|---|---|---|---|---|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Work Now KY LLC
**Company**

Paige West
**Company Representative**

3/16/2026
**Date**

Owner / CEO
**Title**

LEXINGTON

## DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.

2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.

3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.

4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.

5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.

10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.

11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.

12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

    a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.

13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

**Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

## OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

# ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

**Proposer Name:** Work Now KY LLC **Date:** 3/16/2026

**Project Name:** Temporary Labor Material Recovery **Project Number:** 28-2026

**Contact Name:** Paige West **Telephone:** 682-235-86067

**Email:** pagewest@worknow-ky.com

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long -term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

**Is the Bidder/ Proposer a certified firm?** Yes ☐ No ☒

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

**1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.** Jendco Safety Supply WBE

Click or tap here to enter text.

**2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?**

Yes ☐ No ☒

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

ALL Processes handled internally

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

**Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.**

**3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:**

☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.

☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.

☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.

☐ Bidder sponsored an Economic Inclusion Outreach event.

☒ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.

☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.

☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.

☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.

☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.

☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☒ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

**4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.**

See attached

Click or tap here to enter text.

**For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.**

**Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.**

**Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.**

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Work Now KY LLC
**Company**

03/16/2026
**Date**

Paige West
**Company Representative**

Owner/CEO
**Title**

4870-1925-6809, v. 1

**RISK MANAGEMENT PROVISIONS**
**INSURANCE AND INDEMNIFICATION**

## INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

(2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

## FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

## INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

| **Coverage** | **Limits** |
|---|---|
| General Liability<br>(Insurance Services Office Form CG 00 01) | $1 million per occurrence, $2 million aggregate or $2 million combined single limit |
| Commercial Automobile Liability<br>(Insurance Services Office Form CA 0001) | combined single, $1 million per occurrence |
| Worker's Compensation | Statutory |
| Employer's Liability | $100,000 |

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.

d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of $1 million unless it is deemed not to apply by LFUCG.

e. The Policy shall include Umbrella/Excess Liability coverage in the amount of $2 million per occurrence, $2 million aggregate, unless it is deemed not to apply by LFUCG.

f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If

the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

**DEFAULT**

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

# Division of Waste Management
# Temporary Labor for
# Materials Recovery Facility

The Lexington-Fayette Urban County Government, Division of Waste Management, is seeking bids from temporary labor agencies to provide workers for sorting, processing, quality control, and cleaning and maintenance services at the LFUCG Materials Recovery Facility (MRF) on Thompson Road in Lexington.

Key considerations:

- LFUCG reserves the right to suspend processing operations and release temporary workers on any given workday/shift.
- The current contract vendor supplies typically around 15 to 25 production line workers.
- To facilitate safety and productivity within the facility, the LFUCG/MRF maintains an internal radio communications system. This person-to-person communication radio system is owned and maintained by the MRF: The radio operating channels and radio handpieces will be shared with the designated contracted vendor.

**The vendor must supply workers capable of performing the following duties:**

- Stand and work (reaching, leaning, twisting, rapid hand and arm motion) for up to 12 hours with the proper breaks.
- Pick up and sort recyclable materials from a moving conveyor belt.
- Achieve and sustain a pace of production sufficient to keep up with production quantity and quality norms; Workers must not undermine productivity or product quality.
- Workers must physically lift, handle (push, pull, or carry) materials weighing 20 to 50 pounds occasionally, and/or 10 to 25 pounds frequently, and/or greater than negligible up to 10 pounds (routinely).
- Workers will be required to clean the equipment and facility using hand tools, such as a hand picker, broom, rake, shovel, and/or backpack gas-powered blower/vacuum, etc.
- Other duties as needed.

**The vendor must select and supply workers capable of performing these duties under the following conditions:**

- Work daily Monday through Saturday between hours of 5 AM to 6 PM.
- Extreme cold and heat.
- Extreme smells and odors
- Work on catwalks/platforms that are 30 feet above ground.
- Work with fast-moving conveyor lines.
- Dusty and dirty environment.
- Work outdoors in ambient weather conditions

## The vendor must provide the following services:

- The vendor will be responsible for administering daily required alcohol breathalyzers to each worker before the shift begins. If an incident or injury occurs, LFUCG reserves the right to require a drug test for vendor's workers.
- Staffing:
  - Capable of, and prepared to, staff the facility up to 6 days per week, Monday through Saturday.
  - The number of workers needed may vary on a day-to-day basis and will be determined by LFUCG-MRF management.
  - Because of the nature of this operation, payment to the vendor for the day's services will not commence until the full complement of requested workers is on-site and ready to work.
  - The requested number of workers must be on site at 360 Thompson Road, Lexington, Kentucky at least 15 minutes before the start of the scheduled shift.
- Workers will typically work four to five 8 hours days, but a 40-hour work week will not be guaranteed. Workdays can exceed 8 hours, not to exceed 12 hours.

**The vendor will comply with the following requirements pertaining to worker health and safety:**

- OSHA Injury and Illness Recordkeeping –
  - Vendor will document and report in writing all workplace accidents, injuries and illnesses to the MRF management, which will investigate and log recordable injuries and illnesses on the OSHA log (Form 300) per OSHA's Occupational Injuries and Illnesses Recordkeeping and Reporting standard.
  - Vendor will document and report all workplace accidents, injuries and illnesses to the MRF management in a timely manner to help facilitate compliance with reporting requirements to the KY Division of Compliance per 803 KAR 2:180.
- Within 6 months of commencement of contract, the Vendor and MRF Management jointly will conduct a formal hazard assessment of working conditions and equipment at the MRF and communicate findings to facility management.
- Monitor and evaluate the facility and operations for emergent risks/hazards on an ongoing basis and promptly report any risks/hazards identified to facility management.
- Supply the workers with required safety equipment, including hard-hats, safety glasses, ear protection, 6" steel-toed boots, puncture-resistant gloves, and when needed for specific locations or workstations, Kevlar sleeves, and appropriate respiratory protection for voluntary use. The associated costs must be included in the total hourly rate.
- On a weekly basis, provide training and testing to ensure awareness and knowledge of, and compliance with pertinent KOSH general industry safety and health regulations, standards and procedures. All new incoming employees must receive this training prior to starting work.
  - Safety training requirements include, but are not limited to, Emergency Response plan, Blood-borne Pathogen procedures, Hazard Communication, Confined Space procedures, Hearing Conservation, Non-Routine Task procedures, and pertinent ergonomic methods (e.g. proper lifting technique).
  - Proper use of Personal Protection Equipment (PPE) per OSHA general industry safety standards including, but not limited to: eye protection, hearing protection (earplugs, earmuffs and/or canal caps) and respiratory protection (NIOSH Approved N-95, two-strap respirators).
  - Provide documentation that shows proof of training and testing upon initial start.
- Audiometric Testing -
  - Provide audiometric sound testing (add more) for the employees who work at the MRF, at most, 5 cumulative months from first exposure.
  - Vendor will provide LFUCG the hearing test records upon training and an appropriate adequate choice of hearing protection for temporary workers assigned to the MRF site, and ensure all temporary workers are properly trained to use all forms of hearing protection offered.
- Hepatitis B -
  - Vendor will, in conformance with KOSH regulations, advise/train each employee about the risk of contracting Hepatitis B and other blood borne pathogens.
  - Per the regulation, each employee has up to 10 days to request and initiate the Hepatitis B vaccination series, or to sign and waive the vaccination.
  - MRF management must be notified in writing on or before the 10th day that the Hepatitis B vaccination series has started or be provided a signed copy of the Hepatitis B waiver.
  - The vendor will incur the cost of the Hepatitis B vaccination for each employee requesting it.
- Per OSHA general industry safety standards, provide two-strap respirators and appropriate training (including 1910.134 Appendix D for voluntary usage of the N95 respirators) and testing for temporary employees assigned to the MRF.
- Scheduling of any/all training, testing, administering vaccines, or other safety/health-related activity occurring on the "clock", as stipulated in KOSH regulations, should be coordinated with MRF management to minimize disruption to plant operation.

**The vendor will comply with the following requirements:**

- Provide adequate staffing at all times, as directed by MRF management.
- Provide an employee suggestion box or a system for soliciting anonymous employee feedback.
- The Lexington-Fayette Urban County Government, represented by Division of Waste Management/Materials Recovery Facility management, reserves the right to reject any worker supplied, for any reason related to fitness to perform assigned duties or negative impact on plant operations.
- The vendor must provide a performance bond of $10,000.00 to remain in effect for the term of the contract.
- The Lexington-Fayette Urban County Government will issue payment on a monthly basis subsequent to submission of an invoice accompanied by documentation of services.
- The vendor must provide worker's compensation coverage and liability coverage as described in the Lexington-Fayette Urban County Government's "Risk Management Insurance Provisions".
- Bidders must provide a copy of the company's drug testing policy with the bid submittal.

- Achieve LFUCG-specified standards of performance and quality.
- The vendor must adhere to the Alcohol and Drug Free Workplace Policy referenced in **Appendix A**, as well as provide a signed copy of the company's drug testing policy with the bid.
- The vendor will supply three (3) references from customers that are similar in the scope to the Division of Waste Management.
- The vendor will designate a location within a 10-mile range within Fayette County of the Division of Waste Management of operations (**675 Byrd Thurman Drive**).
- The vendor will supply a safety program that they have implemented to provide safety measures in the workplace.

This is a best value bid. Vendors will be scored based on the following criteria:

- Past record and performance on contracts with LFUCG with respect to quality of work and ability to meet requirements. 30 pts
- Adherence to specifications, submittal of all requested documentation. 20 pts
- Cost 50 pts

**Hourly rate – labor series employee** **$13.00/hr** **%Markup** 36%

**Overtime hourly rate – labor series** **$19.50/hr**

**(Employee hourly rate above 40 hours per week)**

# Appendix A

## Alcohol and Drug Free Workplace Policy

In an effort to create a safe work environment for our workforce, there will be an alcohol-free and drug-free environment. As a condition of hire, applicants must pass a drug- screening test provided via Urgent Treatment Center (UTC). While passing the test is a condition of employment, successful completion of the test does not guarantee employment. The results of this test may be shared with LFUCG and the Division of Waste Management where contract employees will be assigned.

**Illegal Drugs**

The use, distribution, dispensing, sale, offering for sale, possession, purchase, manufacture, or trading of illegal drugs on Lexington-Fayette Urban County Government (LFUCG) premises or in any other work-related environment is strictly prohibited. The prohibition of illegal drug activity includes occasions when an employee is representing LFUCG at events beyond normal work hours.

**Alcohol**

Workers are not permitted to consume alcohol while on premises or while conducting LFUCG business.

**Prescription and OTC Drugs**

Workers are prohibited from the misuse or abuse of any prescription and over the counter (OTC) drugs. Workers who are using prescribed or OTC drugs for existing medical conditions must inform vendor and LFUCG of such treatment to discuss the impact of job duties or assignment if the drugs have possible side effects that could affect job performance or if the drugs alter an employee's physical or mental abilities.

**Policy Violations**

Workers who violate this policy will be immediately dismissed.

**Reemployment**

Workers that previously worked on a job assignment, who are being considered for a new assignment, must submit to another drug screening if it has been more than sixty (60) calendar days since their last test.

**Testing**

The selected vendor will provide the initial drug-screening test. Initial drug testing will take place on date of hire as a temporary contract employee eligible for placement prior to first placement at an LFUCG location. If the applicant passes this test, they will be eligible to work at an LFUCG location. If an applicant fails the drug- screening test, they will not be eligible to work at an LFUCG location. The worker has the option to retest after 30 days. If at that time the test is negative, they will be eligible to work. If the test is failed a second time, the applicant will not be eligible to work at any LFUCG location. Additionally, if the applicant does not show to retest after 30 days, they will not be eligible for future contract employment with LFUCG.

In addition, if an applicant is hired, the selected vendor reserves the right to conduct reassignment testing, random testing, and post-accident testing or just cause testing. Just cause will include but not be limited to:

1. Erratic Employee Behavior
2. Smell of alcohol on employee
3. Observation of questionable behavior by supervisor, manager or other employees.

Failure to submit is cause for dismissal. Additionally, if an applicant fails any type of drug or alcohol screening while currently employed under this contract, they will be terminated immediately.

Appeals Process: Applicants who disagree with positive initial drug-screening test results may request a laboratory confirmation test this will require applicant paying a deposit of $35.00 within 24 hours. The second test will be conducted on the original urine sample by an accredited laboratory. If the confirmation testing is negative, the applicant will be refunded the deposit. If the applicant chooses not to contest the initial drug screening, the results will remain positive and will be subject to our retesting policy listed in this form.

By signing below the applicant acknowledges that they have read and fully understand the selected vendor's Drug/Alcohol Screening Policy.

**Applicant:**_____ **Signature**_____
**Date:**_____

**Social Security Number:**_____ **For Official**

**Use Only:**

**Results:** **Time:**_____ **Temperature:**_____

**Negative:** _____ **Positive:** _____

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
DIVISION OF PROCUREMENT

**ADDENDUM #1**

Bid Number: #28-2026

Date: March 9, 2026

Subject: Temporary Labor for Material Recovery Facility

Address Inquiries to:
Sondra Stone
sstone@lexingtonky.gov

**TO ALL PROSPECTIVE SUBMITTERS:**

**Please be advised of the following clarifications to the above referenced bid:**

The vendor will be responsible for making transportation available to workers (both to and from the designated worksites).

Todd Slatin

Todd Slatin, Director
Division of Procurement

All other terms and conditions of the bid and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: Work Now KY
ADDRESS: 1100 Glenstone Rd #6, Lawrenceburg, KY 40342
SIGNATURE OF BIDDER: Leigh Webb

Andrew West <andrew@worknow-ky.com>

# Safety Equipment

3 messages

**Andrew West** <andrew@worknow-ky.com>
To: smiller@lexingtonky.gov
Tue, Mar 10, 2026 at 11:28 AM

Good morning Sherita. My name is Andrew West and I am the Recruiting Manager here at Work Now KY LLC. We are a staffing agency that is in need of a list of companies that are able to provide safety equipment to us for our workers. Can you get me a list of people that are able to service us in this need so I can reach out and contact them? Our requirements are (DBE, MBE, WBE, VOSB, SDVOSB). Thanks in advance! Have a great day!

Andrew West
Recruiting Manager
OSHA 10 Certified
OSHA 30 Certified

**Andrew West** <andrew@worknow-ky.com>
To: smiller@lexingtonky.gov
Wed, Mar 11, 2026 at 10:23 AM

Good morning, Sherita. I'm following up on this request. Thank you, and I hope you have a great day!
Andrew West
Recruiting Manager
OSHA 10 Certified
OSHA 30 Certified

Local labor. Proven results.

Equal Employment Opportunity (EEO) Notice:
Work Now KY LLC is an Equal Opportunity Employer. We are committed to providing a workplace free of discrimination and harassment in accordance with federal, state and local laws, including regulations enforced by the US EEOC.
Confidentiality Notice: This email and any attachments may contain proprietary, or legally privileged information intended solely for the intended recipient, you are herby notified that any review, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this message in error, please notify the sender and immediately and permanently delete this email and any attachments from your system.

[Quoted text hidden]

**Sherita Miller** <smiller@lexingtonky.gov>
To: Andrew West <andrew@worknow-ky.com>
Wed, Mar 11, 2026 at 2:42 PM

Good afternoon Andrew,

Attached is a copy of LFUCG's certified list. This is an overall list of businesses with various specialties.

Thanks, Sherita

**Sherita Miller, MPA, CPSD**

*Minority Business Enterprise Liaison*

Division of Procurement

859.258.3323 office
lexingtonky.gov

LEXINGTON

**From:** Andrew West <andrew@worknow-ky.com>
**Sent:** Wednesday, March 11, 2026 10:23 AM
**To:** Sherita Miller <smiller@lexingtonky.gov>
**Subject:** Re: Safety Equipment

You don't often get email from andrew@worknow-ky.com. Learn why this is important

[EXTERNAL] Use caution before clicking links and/or opening attachments.

Good morning, Sherita. I'm following up on this request. Thank you, and I hope you have a great day!

Andrew West

Recruiting Manager

OSHA 10 Certified

OSHA 30 Certified

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[Quoted text hidden]

**LFUCG Certified List_February 2026_.xlsx**
106K

JENDCO SAFETY SUPPLY

**1303 Alum Creek Dr.**
**Columbus, OH 43209**
**Tel: 800-449-9606**
**Fax: 614-449-9605**
**www.JendcoSafety.com**

# Quote

**Date** 3/13/2026

**Quote Number** Q1048610

**Expiration Date** 3/20/2026



| Bill To |
|---|
| Andrew West<br>WorkNow KY LLC<br>1368 Mays Rd<br>Lawrenceburg KY 40342<br>859-469-3555 |

| Ship To |
|---|
| Andrew West<br>WorkNow KY LLC<br>1368 Mays Rd<br>Lawrenceburg KY 40342<br>859-469-3555 |

| Sales Rep | Quote Name | Terms | Shipping Method |
|---|---|---|---|
| Nicholas Chafin<br>nicholas@jendcosafety.com | | Prepaid | |

| QTY | Item ID | UoM | Description | Unit Pri... | Total |
|---|---|---|---|---|---|
| 1 | 330-LIBF4928L | Pair | Liberty Ultra-U Cut A6 18 gauge salt & pepper Shell, Black Sandy Nitrile Palm Touchscreen Size Large<br>*in stock* | 4.33 | 4.33 |
| 12 | 330-PYR-GL621CL | Pair | Pyramex -18g A5 HPPE Microfoam Nitrile T/Sc - Large<br>*Minimum order quantity 1 dozen*<br>*in stock* | 5.71 | 68.52 |
| 1 | 390-RADSV2ZGM-L | Each | Radians Class 2 Economy Lime Vest w/ Zipper Size L<br>*in stock* | 4.79 | 4.79 |
| 1 | 390-PYRRVZ2110L | Each | Pyramex Safety Vest - Hi-Vis Lime - Size Large<br>*in stock* | 5.00 | 5.00 |
| 1 | 390-RADSV83GML | Each | Radians Class 3 Lime Vest w/ Zipper Size L<br>*in stock* | 13.41 | 13.41 |
| 1 | 360-475360 | Each | MSA V-Gard Slotted Cap, Yellow, w/Fas-Trac III Suspension<br>*in stock* | 17.09 | 17.09 |
| 1 | 360-10250583 | Each | MSA V-Gard H2 Full Brim - Type II Class C Safety Helmet - Vented - Yellow - 10250583 | 66.86 | 66.86 |

**Order Notes**

**Disclaimer**

Returns & Exchanges
Stock Items: Must Be Returned in New & Resalable Condition
Non-Stock Items: Subject to 20% Restocking Fee
Made-To-Order / Custom Items:
Nonrefundable - Nonexchangable - Nonreturnable

JENDCO SAFETY SUPPLY

# Quote

**Date** 3/13/2026

**Quote Number** Q1048610



| QTY | Item ID | UoM | Description | Unit Pri... | Total |
|---|---|---|---|---|---|
| 1 | 360-PIP280-HP1491RM-02 | Each | *in stock*<br><br>Traverse Climbing Helmet w/Mips Technology ABS Shell EPS Foam Impact Liner HDPE Suspension Wheel Ratchet Adjustment & 4-Point Chin Strap - Yellow OS<br><br>*in stock* | 78.51 | 78.51 |

| | |
|---|---|
| Subtotal | 258.51 |
| Tax Total (Sales Tax 6.0%) | 15.51 |
| Total | $274.02 |

WORK NOW KY
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**EXHIBIT ONE**

**Subcontractor Compliance Statement**

The statement herein meets the requirement for written documentation attesting the LFUCG MWBE Participation and Statement of Good Faith Efforts forms are "Not Applicable" to our business and will not be completed as a part of our submission to Bid 28-2026 Temporary Labor for Materials Recovery Facility.

Work Now KY is a temporary personnel agency specializing in semiskilled and unskilled general labor placements. The agency's primary responsibilities include recruitment, screening, hiring, placement, payment of wages and taxes, and the provision of workers' compensation benefits. All candidates placed with its customers are W2 employees of the agency. No candidates placed qualify under the independent contractor status. Furthermore, all candidate sourcing and screening is performed by internal agents. All work performed by its candidates is completed according to the direction and supervision of the customer. Work Now KY is not a licensed contractor or subcontractor. In alignment with the nature of its industry, Work Now KY does not utilize any subcontractors to perform its work. Due to this, completion of the provided LFUCG MWBE Participation form and Statement of Good Faith Efforts form are not applicable to its organization.

By signing below, I hereby attest that, to the best of my knowledge, the provided information is true and accurate. I certify that I am an authorized representative of Work Now KY and that I have the authority to execute the following statement for the organization.

Signature: Paige West

Name: Paige West

Title: Owner/CEO

Date: 03/16/2026

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# EXHIBIT TWO

**Experience of the Firm**

Work Now KY is a family-owned and operated staffing company with over 40 years of combined industry experience. We are committed to delivering dependable, flexible workforce solutions tailored to meet the evolving needs of our clients.

We proudly serve individual businesses, local organizations, and regional partners by providing a wide array of staffing services. Our approach is centered on understanding each customer's unique operational needs and delivering workforce solutions that drive productivity and success.

Work Now KY offers a wide array of staffing opportunities based on our customers' needs, including day labor, temp-to-hire placement, direct hire, and payroll services.

**References**

1. Republic Services
Jennifer Miller, Office Clerk
800 Mosier Valley Rd.
Arlington, TX 76016
817-354-2315
Jmiller3@republicservices.com

2. Kentucky Castle
RJ Billanovic, General Manager
230 Pisgah Pike
Versailles, KY 40383
859-256-0322
rj@thekentuckycastle.com

3. Marrillia
David Hastings, President
794 Manchester St.
Lexington, KY 40508
859-685-0414

# EXHIBIT THREE

**Drug Free Work Place**

It is the purpose of Work Now KY (the Company) to help provide a safe and drug-free work environment for our employees and clients. The Company is concerned about the use of alcohol and illegal drugs as it affects the workplace. Use of these substances on the job can adversely affect an employee's work performance, efficiency, safety, and health.

In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Company to the risks of property loss, damage, and injury to others.

The following rules and standards of conduct apply to all employees either on Company property or during the workday (including meal periods and rest breaks). The Company strictly prohibits the following:

- Possession, use of, or being under the influence of alcohol;
- Distribution, sale, or purchase of an illegal or controlled substance;
- Possession, use of, or being under the influence of an illegal or controlled substance, unless under the direction of a certified physician.

This policy also applies to the possession, distribution, use of, or being under the influence of marijuana, regardless of its legal status. Violation of the above rules and standards of conduct will not be tolerated. The Company may bring violations of this policy to the attention of appropriate law enforcement authorities.

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform his or her job duties, or that may affect the safety or well-being of others, is encouraged to discuss any potential side effects and work restrictions with his or her health care provider before starting or resuming work. If the employee has work restrictions, he or she should discuss them with his or her supervisor. The employee should not, however, disclose any underlying medical condition requiring the prescription or medication.

The Company may conduct drug and/or alcohol testing under any of the following circumstances (if allowable under your State's laws):

1. RANDOM TESTING: Employees may be selected at random for drug and/or alcohol testing at any interval determined by the Company or permitted by applicable law.

2. FOR-CAUSE TESTING: The Company may ask an employee to submit to a drug and/or alcohol test at any time that there is reasonable suspicion that the employee may be under the influence of drugs or alcohol.

3. POST-ACCIDENT TESTING: Any employee whose conduct could have contributed to a workplace incident may be asked to submit to a drug and/or alcohol test.

4. REFUSAL TO UNDERGO TESTING: Employees who refuse to submit to testing may be subject to immediate discharge.

Questions regarding this policy should be directed to Human Resources.

Work Now KY LLC

1100 Glensboro Rd

Suite 6

Lawrenceburg, KY 40342

859-359-7177

paigewest@worknow-ky.com

To Whom It May Concern:

This proposal is intended to help aid in the Lexington Fayette Urban County Government Solicitation 31-2026 to find a qualified provider for their labor needs by providing general information regarding the organization, information regarding our screening processes, and sample documents.

Work Now KY offers an array of services to our clients including temporary day labor, temp- hire candidates, and direct hire placements. As your temporary staffing vendor, we will handle all the recruiting, screening, hiring, placement, payment of wages and taxes, as well as the provision of workers' compensation benefits for your temporary candidates. Work Now KY ensures that every candidate has completed general industry training and possesses the skill set necessary to perform the requested work. Work Now KY considers diversity and inclusion as a top priority for our agency and always assigns candidates under "best match for dispatch" regardless of age, ethnicity, or gender.

Work Now KY is a reliable vendor with local roots and Kentucky pride. Our work is about more than filling roles; it's about fueling our community. Meaningful work is the heartbeat of a thriving community. Our mission is to connect talent from all walks of life with local businesses that value their contribution. We are locally owned and operated and Work Now KY takes great pride in being a Woman and Disabled Veteran owned business and is currently engaged in the application for certifications.

The team at Work Now KY have been working with LFUCG Waste Management most recently under an emergency contract and have been meeting the needs of the contract. The entire staff had worked previously with the contract under the prior provider for the previous 2 years. We have a developed a strong relationship with the entire leadership team and work alongside each other to solve problems and streamline processes to be more efficient and cost effective.

The Lexington Fayette Urban County Government will have a direct relationship with myself, Paige West, the Owner/ CEO of Work Now KY. I can be reached on my personal number at 682-235-8667, via email at paigewest@worknow-ky.com or on the office number 859-359-7177.

Thank you for your time and consideration.

Paige West

Paige West, CEO Work Now KY

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## *Agency Guarantee*

WorkNow-KY has the full capability to accommodate the objectives outlined in the bid package, as we consider ourselves a full-service staffing agency. We complete all of the steps of the on-boarding process, in house, for each candidate in accordance with which job position(s) they are interested in applying for and our customer's service needs. If our customer is dissatisfied with the candidate provided, for any reason, within the first two hours of the candidates first shift, WorkNow-KY will provide a replacement candidate at no additional charge. We guarantee that every candidate dispatched to our customers complete and/or pass every required on-boarding step including but not limited to background checks, drug screenings, compliance with them Immigration Reform and Control Act (*IRCA*), and general industry training in accordance with the Occupational Safety and Health Administration (*OSHA*) Temporary Worker Initiative.

WorkNow-KY prides itself on being an Equal Employment Opportunity compliant employer. WorkNow-KY ensures that its Employees are never disqualified from job opportunities due to race, gender, income, sexual orientation, religion, disability or age. Our Employees represent a large, diverse, and versatile workforce from within the local Lexington community.

## *Hiring Process*

**Standard Recruiting Procedures:**

WorkNow-KY utilizes multiple platforms for recruitment such as:

- Community Job Boards
- Indeed
- LinkedIn
- Facebook
- Employee Referrals
- Hiring Fairs
- Word of Mouth

Once recruited our branch staff will screen the candidates to the best of their abilities. Screening consists of assessment methods to evaluate candidates' skills – including resume review, in-person interviews, and online testing and assessment.

**Standard Background Check Procedures:**

Every candidate that will be servicing the Lexington-Fayette Urban County Government county will undergo a background check before being sent to the job-site. WorkNow-KY offers two options to our clients Pro Criminal or Basic Criminal. Pro Criminal includes a county criminal search for the last seven years, national criminal search, sex offender search, SSN trace, and the global watch-list search. Basic Criminal includes a national criminal search, sex offender search, SSN trace, and the global watch-list search. Any candidate that does not meet the background check qualifications requested by the client is not eligible to work on their jobsite. Alternative background checks may be available in accordance with customers requests.

| | |
|---|---|
| Pro Criminal | County criminal search last 7 years<br>National criminal search standard<br>Sex offender search<br>Global watchlist search |
| Basic Criminal | National criminal search standard<br>Sex offender search<br>Global watchlist search |

### Employee Verification Procedures:

All temporary Employees working under WorkNow-KY - LLC are I9 verified in compliance with the Immigration Reform and Control Act (IRCA) as well as E-verified.

### Other Screenings:

If any customer requires candidates possess additional licensing, education, or employment references, or testing of any nature the agency will vet all credentials provided and work with the customer to ensure all testing requirements are met to dispatching candidates to job-site.

### Candidate Pool

WorkNow-KY works with a variety of candidates who are skilled in many different areas including but not limited to:

- General Labor
- Carpentry
- Construction
- Warehouse and Distribution
- Manufacturing
- Hospitality
- Waste and Recycling
- Transportation
- Flagging

All candidates are given access to our internal Safety Manual and required to pass a safety exam prior to being dispatched.

SAMPLE ONLY

# Temporary Worker Safety Quiz

WORK NOW KY
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1. You should perform roof work, trench work, and/or confined space work only if you have been properly trained, have the appropriate Personal Protective Equipment, and have been dispatched to do so.

A – True

B – False

2. Which of the following will be found on a Material Safety Data Sheet (MSDS)?

A – Spill and leak procedures
B – Health hazard information
C – Special protection information
D – All of the above

3. Rather than using your back like a crane, it is better to allow your legs to do the work by bending at the knees while lifting.

A – True

B – False

4. It is best to avoid twisting at the waist when carrying or lifting a heavy load.

A – True

B – False

5. Electrical safety related work practices involve:

A – The use of ground fault circuit interrupters
B – Verifying power is off before doing repairs
C – Keeping proper distance from overhead power lines
D – All of the above

6. Flammable atmosphere, toxic atmosphere, irritant (corrosive) atmosphere, asphyxiating atmosphere, mechanical hazards, thermal effects, noise, and vibration, are all examples of confined space hazards.

A – True

B – False

7. Electric cords connected to equipment may be used for raising or lowering the equipment.

A – True

B – False

8. Conductive articles of jewelry and clothing may be worn around exposed energized parts.

A – True

B – False

9. Who is the only person authorized to remove the lockout/tag-out device from a piece of equipment that has been repaired?

A – The site supervisor
B – The plant manager
C – The person performing the repair
D – A representative from OSHA

10. It is okay to occasionally stand on the top rung of an 8 ft. step ladder if you have to reach for something really high.

A – True

B – False

11. Water will not extinguish most flammable liquid fires.

A – True

B – False

12. If you are injured on the job you should:

A – Tough it out and see if you can make it through the day
B – Tell your buddy about it, but no one else
C – Immediately report the injury to the job site supervisor and to the branch manager at WorkNow – KY

13. The purpose of machine guards are:

A – To keep people from stealing the machine
B – To prevent injuries
C – To weigh the machine down so it doesn't move
D – Because they look cool

14. A machine safeguard/safety device controls access to danger areas and may stop the machine if a hand or any part of the body is inadvertently placed in the danger area.

A – True

B – False

15. Machine safeguards are essential for protecting workers from needless and preventable injuries.

A – True

B – False

16. Using drugs and/or alcohol on a work site presents a serious a safety issue.

A – True

B – False

17. 'Fall Protection' is defined as a method(s) to prevent a person from falling or reduce the distance of a fall to limit physical damage.

A – True

B – False

18. Which of the following are fall protection systems and/or equipment?

A – Guardrails
B – Covers
C – Safety nets
D – Personal fall arrest/restraint E – Positioning devices
F – All of the above

19. 'PPE' stands for 'Personal Protective Equipment'.

A – True

B – False

20. Which of the following are examples of PPE?

A – Wheel barrow
B – Gloves, boots, ear plugs, respiratory mask
C – Ladder
D – Trash can with liner

# SAMPLE

Name: _____ Date: _____

Test score: ( must pass with an 85%) _____

LFUCG Waste Management Quiz

1. What is the minimum height should Steel Toe Leather boots be?
   A. 6"
   B. 8"
   C. 3"
   D. 1"

2. Hard Hat, Safety Vest, Gloves, Safety Glasses, and Steel Toes are not required at all times while working on the trash truck.
   A. True
   B. False

3. How many points of contact should you have when riding on the rear step?
   A. 2
   B. 1
   C. 3

4. It is okay to ride on the back of the truck if it is only moving backwards a couple of feet.
   A. True
   B. False

5. How far apart should the containers be from one another?
   A. 6 Feet
   B. 12 inches
   C. 4 Feet
   D. 3 Feet

6. When returning the can to the side strip, you must not block a driveway or mailbox.
   A. True
   B. False

7. What items do we not collect?
   A. Tires
   B. Dirt
   C. Paint
   D. All of the above

8. Shorts and Sweatpants are not allowed to be worn on the trash truck.

A. True
B. False

**9. What do you do if a resident is Exempt?**

A. Skip that house
B. Go and retrieve the can from the resident's home to empty and return
C. Go and retrieve the can from the resident's home to empty and leave on the side strip
D. None of the above

**10. The Exempt resident must have the yard well lit to retrieve the can.**

A. True
B. False

**11. What type of footwear is acceptable for a trash truck?**

A. Crocs
B. Athletic Steel toes
C. Steel Toe Boots
D. Steel Toe Shoes

**12. If it is hot out, it is okay to take off my hard hat and glasses for a little bit while on the back of the trash truck.**

A. True
B. False

**13. What is the earliest you can check in for Trash Truck?**

A. 12 am
B. 1 am
C. 2 am
D. 4 am

**14. When you are done with your route, you must report to LaborMAX at the end of your shift to sign out unless you have spoken to the branch manager of LaborMAX.**

A. True
B. False

**15. What is the latest I can be at base to report for Trash Truck?**

A. 4:45 am
B. 5:45 am
C. 3:45 am
D. 6:45 am

**16. I can keep the PPE equipment (Hard hat, vest, boots) LaborMAX Staffing gives me not counting the glasses and gloves.**

A. True
B. False

**17. What do you do if an accident/injury occurs?**

A. Brush it off. Don't tell anyone
B. Report to the driver and LaborMAX immediately
C. Report it to the other groundsmen on the truck
D. None of the above

**18. I can assume that the cars around me see me and know my next move.**

A. True
B. False

**19. If you have trash that falls onto the ground while emptying a can, what do you do?**

A. Sweep it to the side of the street
B. Leave it
C. Use the broom/shovel on the side of the truck to clean it and dispose of it in the truck
D. None of the above

**20. It is not important to be aware of your surroundings at all times and make eye contact with your driver.**

A. True
B. False

WORK NOW KY
Local labor. Proven results.

# Hepatitis B Information – Recycling Facility Workers

**What is Hepatitis B?**
Hepatitis B is a viral infection that affects the liver. It can cause both acute and chronic disease and in severe cases may lead to cirrhosis, liver failure, or liver cancer.

**Why Recycling Workers May Be at Risk**
Workers in recycling facilities may encounter improperly discarded medical waste, needles, broken glass, or other materials contaminated with blood or bodily fluids while sorting recyclable materials.

**Examples of Possible Exposure**
- Needle sticks from improperly discarded sharps
- Cuts from broken glass contaminated with blood
- Contact with contaminated materials through open wounds
- Handling waste materials that may contain bodily fluids

**Prevention**
- Wear proper PPE such as gloves and protective clothing
- Follow safe handling procedures when sorting materials
- Report injuries immediately
- Wash hands thoroughly after handling waste

**Vaccination**
The Hepatitis B vaccine is a safe and effective vaccine that protects against infection and is recommended for workers who may be exposed to bloodborne pathogens.

## *Employee Training Acknowledgment*

I acknowledge that I have received and reviewed the Hepatitis B information above and understand the risks associated with recycling facility work and potential exposure to bloodborne pathogens.

Employee Name: _____ Date: _____

Employee Signature _____

Work Location / Job Site _____

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# Hepatitis B Vaccination Acknowledgment / Declination

Employees who may be exposed to bloodborne pathogens may choose to receive the Hepatitis B vaccination. Please select one option below:

☐ I elect to receive the Hepatitis B vaccination.

☐ I decline the Hepatitis B vaccination at this time.

**OSHA Hepatitis B Vaccine Declination Statement**

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring Hepatitis B virus infection. I have been given the opportunity to be vaccinated with Hepatitis B vaccine at no charge to myself. However, I decline Hepatitis B vaccination at this time. I understand that by declining this vaccine I continue to be at risk of acquiring Hepatitis B, a serious disease.

Employee Name: _____ Date: _____

Employee Signature _____

Work Location / Job Site _____

Work Now KY Representative Signature _____

WORK NOW KY
Local labor. Proven results.

# Bloodborne Pathogen Exposure Incident Report

Employee Name: _____ Date: _____

Time of Incident _____

Recycling Facility / Job Site _____

Supervisor Name _____

**Description of Exposure Incident**

_____

_____

_____

_____

_____

_____

☐ Blood ☐ Bodily Fluids ☐ Unknown Material

Immediate actions taken _____

Employee Signature _____

Work Now KY Representative Signature _____

WORK NOW KY
Local labor. Proven results.

# Needlestick / Sharps Exposure Report

Employee Name: _____ Date: _____

Time of Incident _____

Recycling Facility / Job Site _____

Supervisor Name _____

**Description of Needlestick / Sharps Incident**

_____

_____

_____

_____

_____

_____

☐ Needle / Syringe ☐ Broken Glass ☐ Metal Object ☐ Other

Body part affected _____

Medical treatment provided _____

Employee Signature _____

Work Now KY Representative Signature _____